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James B. Wright  
Senior Attorney  
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NCWKFR0313  
14111 Capital Boulevard  
Wake Forest, NC 27587-5900  
Voice 919 554 7587  
Fax 919 554 7913  
james b wright@mail.sprint.com

November 26, 2003

Chairman Deborah Taylor Tate  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243

03-00615

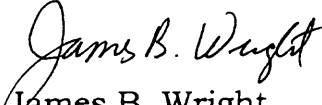
Re: Petition for approval of Interconnection and Resale  
Agreement between United Telephone-Southeast, Inc.  
And US LEC of Tennessee, Inc.

Dear Chairman Tate:

Enclosed are an original and thirteen copies of the Petition of United Telephone-Southeast, Inc. for approval of a Master Interconnection and Resale Agreement between United Telephone-Southeast, Inc. and US LEC of Tennessee, Inc. United is not aware of any provisions in this agreement that are inconsistent with any previous Authority decisions in proceedings to which United was a party.

Also enclosed is a check in the amount of \$50.00 for the filing fees for both companies. Please contact me or Laura Sykora if you have any questions.

Sincerely,

  
James B. Wright

JBW:sm  
Enclosures  
cc: Laura Sykora  
Kaye Odum  
VP Regulatory Affairs, US LEC  
Tim Phillips, CAPD (w/encl.)

BEFORE THE  
TENNESSEE REGULATORY AUTHORITY

IN RE: Petition for Approval of an	)	
Interconnection Agreement Negotiated	)	Docket No.
between United Telephone-Southeast,	)	_____
Inc. and US LEC of Tennessee, Inc.	)	

PETITION

United Telephone-Southeast, Inc. ("United") files this request for approval of a Master Network Interconnection and Resale Agreement dated November 5, 2003 (the "Agreement") negotiated between United and, US LEC of Tennessee Inc. ("US LEC") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of this request, United shows the following:

1. United and US LEC have successfully negotiated the Agreement which provides for the local interconnection, resale and purchase of unbundled network elements by US LEC for the purpose of US LEC's use or resale to end users. A copy of the Agreement is attached hereto and incorporated herein by reference. The Agreement is an adoption of the agreement between United and Tele-Sys, Inc. d/b/a Access America, which agreement was approved by the Tennessee Regulatory Authority by Order dated May 5, 2003 in Docket No. 03-00116.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, United is submitting the Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between United and US.. LEC within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

4. United avers that the Agreement is consistent with the standards for approval. The approval of said Agreement provides for new competitors in the local exchange market, which will likely bring new services, lower prices and other benefits to the public.

5. Pursuant to Section 252(i) of the Act, once this Agreement is approved, United will make the terms and conditions of the Agreement available to any other requesting telecommunications carrier.

United respectfully requests that the Tennessee Regulatory Authority approve the Agreement negotiated between these parties.

Respectfully submitted,  
United Telephone-Southeast, Inc.

By: James B. Wright  
James B. Wright

This 26th day of November, 2003

## **INTERCONNECTION AND RESALE AGREEMENT**

This Interconnection and Resale Agreement ("Agreement"), dated November 5, 2003, is entered into by between US LEC of Tennessee Inc., a Delaware corporation ("CLEC"), and United Telephone – Southeast, Inc., ("Sprint"), a Virginia corporation. (Sprint and CLEC are collectively referred to herein as "the Parties"), to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Tennessee.

**NOW THEREFORE**, the Parties agree as follows:

### **1. INTERCONNECTION AND RESALE AGREEMENT**

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement dated December 15, 2002 by and between Sprint and Tele-Sys, Inc. d/b/a/ Access America ("Access America") (the "Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

### **2. PARTIES:**

CLEC is hereby substituted in the Adopted Agreement for Access America and Sprint shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

### **3. TERM:**

This Agreement shall have a termination date of December 14, 2004, which corresponds with the termination date of the Adopted Agreement.

### **4. NOTICES:**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC :	Vice President – Regulatory and Industry Affairs
	US LEC of Tennessee Inc.
	Morrocroft III
	6801 Morrison Boulevard
	Charlotte, NC 28211

General Counsel  
US LEC of Tennessee Inc.  
Morrocroft III  
6801 Morrison Boulevard  
Charlotte, NC 28211

To Sprint: Director – Local Carrier Markets  
Sprint  
6480 Sprint Parkway  
Mailstop: KSOPHM0310-3A453  
Overland Park, KS 66251

Copy to: Field Service Manager  
NCTRBC0404  
122 E. James Street  
Tarboro, NC 27886-5016

**5. MODIFICATIONS:**

The Parties have not incorporated into this Agreement the provisions of the FCC's triennial review of unbundled network elements (*In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Docket No. CC 01-338, rel. August 21, 2003). Either Party may request an amendment pursuant to the section 3.2 of this Agreement to incorporate such provisions of the FCC's triennial review.

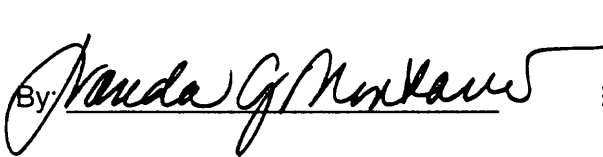
**6. RESERVATION OF RIGHTS:**

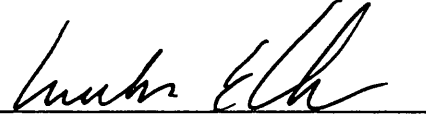
The Parties agree that nothing in this Agreement shall constitute a precedent in any other proceeding and further neither Party will assert in any other any proceeding that this Agreement should be considered as precedent. Notwithstanding neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the any issue addressed in this Agreement or the Adopted Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

US LEC of Tennessee Inc.

United Telephone – Southeast, Inc.,

By: 

By: 

Name: Wanda G. Montano

Name: William E. Cheek

Title: Vice President – Regulatory  
and Industry Affairs

Title: President - Sales & Acct. Mgmt.

Date: \_\_\_\_\_

Date: 11/14/03